

AT A SPECIAL CALLED MEETING OF THE CULPEPER COUNTY BOARD OF SUPERVISORS HELD IN THE BOARD ROOM, LOCATED AT 302 N. MAIN STREET, ON APRIL 3, 2003.

**Board Members Present:**

***John F. Coates, Chairman***  
***Steven L. Walker, Vice-Chairman***  
Sue D. Hansohn  
James C. Lee  
Brad C. Rosenberger  
Carolyn S. Smith

**Board Member(s) Absent:**

William C. Chase, Jr.

**Staff Present:**

Frank T. Bossio, County Administrator  
Peggy S. Crane, Deputy Clerk  
Valerie H. Lamb, Finance Director

**CALL TO ORDER**

Mr. Coates, Chairman, called the meeting to order at 1:00 p.m. He stated that the purpose of the special called meeting was to try and resolve the issue regarding the youth leagues.

**RE: AGENDA – ADDITIONS AND/OR DELETIONS**

Mr. Walker moved, seconded by Mr. Lee, to approve the agenda as presented.

Mr. Coates called for voice vote.

Ayes – Coates, Hansohn, Lee, Rosenberger, Smith, Walker

Absent – Chase

Motion carried 6 to 0.

**CLOSED SESSION**

Mr. Walker moved to enter into closed session as permitted under Virginia Code §2.2-3711(A)(7), to consult with the County Attorney regarding legal matters concerning specific lease negotiations and related issues, which required legal advice. Seconded by Mrs. Hansohn.

Mr. Coates called for voice vote.

Ayes – Coates, Hansohn, Lee, Rosenberger, Smith, Walker

Absent – Chase

Motion carried 6 to 0.

The Board entered into closed session at 1: 07 p.m.

The Board returned to open session at 2:05 p.m.

Mr. Coates polled the members of the Board regarding the closed session held. He asked the individual Board members to certify that to the best of their knowledge, did they

certify that (1) only public business matters lawfully exempted from the open meeting requirements under the Virginia Freedom of Information Act, and (2) only such public business matters as were identified in the closed session motion by which the closed meeting was convened, were heard, discussed or considered by the Board in the closed session.

Ayes - Walker, Lee, Coates, Smith, Rosenberger, Hansohn

Absent - Chase

Motion carried with 6 ayes.

Mr. Coates stated to let the record show that Mr. Chase was not present.

Mr. Coates asked Mr. Maddox, County Attorney, to address the issue. Mr. Maddox said that the public had heard only one side of the issue through several newspaper articles, and he felt for them to have a full understanding of what had transpired there was a need for him to provide an account of events that had gotten the issue to this point. He said that Mr. Canavan had made his property available for various youth leagues for twenty-five years and charged a \$1.00 rent until recently, when he started to charge a substantial amount of rent. Last year the County paid \$9,700 rent to Mr. Canavan for use of the fields. In January 2002, during the leasing process, Mr. Canavan wanted assurance that the property would be maintained and repairs made if there were any damages and that responsibility was to be handled by the various youth leagues under the lease dated June 16, 2002. He said throughout of the term of the lease, which has now expired, Mr. Canavan did not contact him or Mr. Bossio of any complaints about maintenance or repairs. In March of this year, Mr. Bossio forwarded a lease to Mr. Canavan for his signature in order to kick-off the sports year. Because there had been neither complaints nor discussions of the terms from Mr. Canavan, the lease forwarded to Mr. Canavan was exactly the same with two exceptions. The date was changed from 2002 to 2003 and Mr. Bossio voluntarily suggested an increase in the rent. Mr. Canavan, in his response by letter, requested an increase in rent from \$9,700 to \$12,911 and stated that some of his requests from last season had not been done, but did not specify what they were. It is being assumed that the football fields were not repaired to Mr. Canavan's satisfaction. Mr. Bossio received a letter dated March 26<sup>th</sup> from Mr. Canavan spelling out his criticisms and questioned whether or not there should be a lease at all. At a recent meeting with Mr. Canavan, in an effort to try to address his concerns, Mr. Canavan presented a new list of demands, including an increase in rent to \$13,911. He said that Mr. Canavan wanted to County to agree in writing that the County defaulted in all prior leases. He said that as the

County Attorney, there was not any information to indicate that was correct, and secondly, since the Board of Supervisors was his client, he could not recommend that to the Board. The meeting terminated at that point and Mr. Canavan left.

Mr. Maddox cited the importance of youth sports to the community and stated that the County "is sensitive" to the maintenance issue because various youth leagues use the property, parents come to watch their children play, and the property should be maintained. This issue has caused a great deal of concern amongst the citizens because Mr. Canavan publicly announced that he would not open the gate and allow the baseball season to start. The County did not cause that problem, the Board of Supervisors did not cause it and there was no basis for anyone to think that this particular Board did not have any sensitivity to the youth leagues or the sports activities of children of the County.

Mr. Maddox further said that since 1996 the Board of Supervisors had appropriated approximately \$147,000 to various youth sports leagues in Culpeper County. The leagues were not affiliated with the County, the land does not belong to the County, and the youth activities were not County activities. The County had no obligation to perform the maintenance as suggested by Mr. Canavan, nor any obligation to make the contributions to the youth leagues.

In conclusion, Mr. Maddox stated that the Board has, as far as anyone can remember, supported youth activities in this community and continues to support youth activities in the community. He said it would be a mistake to attribute whatever happened to the Board. The Board would like very much to resolve the problem.

Mr. Walker moved that the County enter into a lease with Mr. Canavan's partnership, DALRO, for use of his sports fields under substantially the same terms as the April 16, 2002 lease at a rent of \$30,000 for two years. In addition, that the County would require each of the Youth Leagues using the property to enter into an agreement with the County, as a condition of their appropriation, and that each league would be responsible for all maintenance and repairs of the fields. Seconded by Mrs. Smith.

Mrs. Smith asked, "Is this the final offer?" Mr. Walker responded "It is the one and only".

Mr. Coates called for voice vote.

Ayes – Coates, Hansohn, Lee, Rosenberger, Smith, Walker

Absent – Chase

Motion carried 6 to 0.

Mr. Coates thanked everyone present who had a special interest in the issue for attending.

**ADJOURNMENT**

Mrs. Smith moved to adjourn at 2:18 p.m. Seconded by Mrs. Hansohn.

Mr. Coates called for voice vote.

Ayes – Coates, Hansohn, Lee, Rosenberger, Smith, Walker

Absent – Chase

Motion carried 6 to 0.

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Peggy S. Crane, CMC  
Deputy Clerk

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John F. Coates, Chairman

ATTEST:

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Frank T. Bossio  
Clerk to the Board

APPROVED: May 6, 2003